

SPOT PHYSICAL PRECIOUS METALS TRADING AGREEMENT (PRECIOUS METALS & BULLION COINS)

In consideration of Alliance Financial, LLC (Alliance) carrying an account(s) in the name of _____ (Customer) for the acquisition and disposition of certain physical commodities. The undersigned agree that the relationship established hereunder shall be governed as follows:

1. PURPOSE

This Agreement contains the terms and conditions which govern all purchases and sales between Alliance and Customer, including transactions effected through TheOTCDesk System and TheOTCDesk.com web site ("TheOTCDesk"). This Agreement does not require Customer to buy or sell precious metals through Alliance, but gives Customer the opportunity to do so pursuant to this Agreement.

2. NON-REGULATED NATURE OF TRANSACTIONS

This Agreement authorizes the parties to enter into transactions in "non-regulated physical commodities" (including, but not limited to: "physical: gold, silver, platinum, palladium bullion, bullion coins, and fabricated bullion products"). Nothing contained in this Agreement shall constitute a solicitation to trade or authorization to enter into, or shall entitle the parties to enter into regulated futures, options on regulated futures, securities or options on securities transactions. Unless alternate forms of delivery are agreed upon by Alliance, all transactions entered into under this Agreement shall be satisfied by the actual taking or making of "physical delivery" of the merchandise bought or sold subject to industry standards and practices.

3. AUTHORIZED TRADERS

When Customer establishes an account with Alliance, Customer will provide Alliance with a list of authorized trader(s). Customer agrees to immediately notify Alliance of any changes (i.e. additions or deletions) to this required Authorized Traders List. Each authorized trader shall have the same authority to place trades and Alliance will not accept responsibility for enforcing any internal limitations placed upon Customer's Authorized Traders by Customer. Customer shall be bound by all trades placed by any individual indicated by Customer to be an authorized trader, even if a trade was placed erroneously or was not authorized by Customer.

4. THEOTCDESK TERMS AND CONDITIONS OF USE

The Terms and Conditions of Use for TheOTCDesk System (Appendix A) are hereby incorporated into and are made a part of this agreement, and shall be binding upon the parties concerning any and all transactions effected by the Customer (or its authorized representative(s)) through TheOTCDesk System and via TheOTCDesk Web Site.

5. CONFIRMATION NUMBERS

At the time a transaction is effected Alliance will issue a confirmation number (either verbally or assigned by TheOTCDesk). Customer should record and maintain such confirmation number as evidence of all transactions. It may be required from time to time for Customer to provide Alliance with its confirmation number.

6. ORDERS SHALL CONSTITUTE BINDING CONTRACTS

Alliance will rely upon instructions and orders given by Customer over the telephone or entered via TheOTCDesk. Once a trade is placed and Alliance has issued a confirmation number (for a "phone trade"), a "Quote has been accepted" or "Limit Order Matched" (for trades effected through TheOTCDesk) and confirmed by TheOTCDesk, a binding contract is created. It is the practice of the industry that all trades placed over the telephone are binding contracts and must be honored. Additionally, all "Quotes accepted by the Customer or an authorized trader", or "Limit Orders" elected and matched by TheOTCDesk for the Customer's account and risk are binding contracts and must be honored. Trades may be reversed only at Alliance's sole and absolute discretion. Telex or written confirmation may be required from time to time at the discretion of Alliance.

7. TRADE DISPARITIES/DISPUTES

Alliance will send Customer a confirmation of transaction(s) within one business day (for a "phone trade") and TheOTCDesk shall immediately confirm "internet trades". Customer must advise Alliance of any disparities including, but not limited to, physical product, buy/sell, price, quantity, settlement date, settlement method, delivery or shipping disagreements immediately upon receipt of the confirmation, otherwise, the trade as stated in the confirmation will be binding.

8. ALLIANCE HAS NO RESPONSIBILITY FOR RECOMMENDATIONS

It is understood and agreed, that Customer places all trades at its own risk and discretion. Alliance is not responsible for any prediction or recommendations made or allegedly made by any representative of Alliance.

9. EXTENSION OF CREDIT BY ALLIANCE

Upon Customer's request, Alliance may, but is not required, to extend credit to Customer. The credit limit and the terms of such credit may be established and changed at Alliance's sole and absolute discretion.

10. DELIVERY WITHIN TWO DAYS

When Customer is selling a product to Alliance, Customer must deliver the merchandise (per the terms and conditions of the specific transaction) within two business days of the date the trade is placed, unless different arrangements are agreed upon at the time the trade is placed.

11. PASSAGE OF TITLE

- a) Alliance Purchases: Customer warrants that it holds clear title to all products it sells to Alliance. In the event that it comes to Alliance's attention that a dispute as to Customer's ownership of any product sold, Customer shall immediately provide Alliance with proof of clear title or replace said product with product accompanied by proof of ownership and clear title in such form as is acceptable to Alliance. Customer shall bear the entire cost(s) associated with replacing product subject to a challenge as to Customer's ownership. Title to all metal purchased from Customer by Alliance shall pass to Alliance upon issuance of payment by Alliance in the form agreed upon.
- b) Alliance Sales: Title to all metal purchased by Customer from Alliance shall not pass to Customer until Alliance has received full payment in good funds.

12. INDEMNIFICATION

Customer may from time to time request that Alliance "drop ship" merchandise to a customer of the Customer. Customer agrees to indemnify Alliance for any resulting losses from such shipment.

It is understood that Customer is solely responsible for payment of its account as the trade transactions are "principal transactions" solely between Customer and Alliance. If, upon request from Customer, Alliance determines to accept payment from or make delivery of product to third parties for the Customer's benefit, Customer agrees to indemnify and immediately reimburse Alliance from any losses or expenses incurred by Alliance, resulting from Alliance's acceptance of payment from or delivering product to either the Customer or a customer of the Customer.

13. REMEDIES UPON DEFAULT

Time is of the essence in this Agreement. Therefore, if Customer fails to perform within the specified time, Alliance may pursue the following remedies, as well as other remedies provided at law or equity:

- a) Alliance will take all reasonable steps to advise Customer of its intention to close out a pending transaction.
- b) In the event that Alliance is unable to contact Customer at its usual place of business, Alliance reserves the right to close out a trade, in its sole discretion.
- c) Customer will be charged for any related expenses or losses, including, but not limited to:
 - i) Administrative cost of handling the transaction(s);
 - ii) Market loss if there has been a movement in price between the time of Customer's transaction(s) and the price at the time of reversal, replacement or offset, and;

- iii) Spread loss where Alliance is forced to reverse, replace or offset Customer's transaction(s) with product only obtainable at less or more than the prevailing market price(s).
- d) Alliance shall have the right of offset against any property in Alliance's possession, or subject to Alliance's control, including, but not limited to: product and money.
- e) Upon a Customer's check being returned for any reason whatsoever, Alliance reserves the right to halt any shipment and suspend further trading with Customer until such time as Alliance has received good funds. It is understood that all returned check(s) must be covered by wire transfer on the day Customer is advised that a check had been returned, unless Alliance agrees to another form of settlement. Alliance shall not be responsible for any losses that Customer may incur as a result of held shipment or payments.
- f) It is understood that "time is money" and that Alliance depends upon the timely settlement of all trades. Therefore, Alliance reserves the right to charge Customer interest which will be computed daily at a rate not less than TWO PERCENT ("2%") above the current "Prime Rate" on all past due amounts. Amounts shall be classified "past due" if any obligation due Alliance remains unsatisfied subject specific terms and conditions of the transaction(s).

14. RESPONSIBILITY OF SHIPPING PARTY

The shipping party shall have the risk of loss on all shipments prior to delivery, excluding "drop ships", where the requesting party shall bear full risk of loss.

15. WARRANTIES/REPRESENTATIONS OF CUSTOMER

If the customer is a corporation, partnership or limited liability company, Customer warrants that it is duly organized and in good standing under the laws of the jurisdiction in which it is formed, with full power and authority to enter into this Agreement and to engage in transactions in commodities of the kind contemplated herein, and is not prohibited from doing so by any provision of its certificate of incorporation or formation, charter or bylaws, or by any contract, indenture, agreement or otherwise.

- a) Customer warrants that all merchandise delivered by it will meet the quality requirements of the industry or the standards agreed upon at the time the transactions was initiated.
- b) Except as expressly disclosed in writing to Alliance, Customer represents that it is acting as a principal and not as an agent for any other party.

16. GUARANTEE

If Customer is a corporation, partnership or limited liability company, then the individual below personally guarantees any order placed by Customer and signifies this by signing this Agreement as an individual where indicated below.

17. DELIVERY BY CUSTOMER

In the case of the sale of any goods by Alliance at Customer's direction and Alliance's subsequent inability to deliver same to the purchaser by reason of Customer's failure to supply Alliance with the merchandise, Customer hereby agrees to be responsible for, and agrees to immediately reimburse Alliance, for any loss or expense which Alliance may sustain, including, but not limited to, any premiums which Alliance may be required to pay by reason of its inability to borrow or purchase the goods sold. Customer acknowledges, that Alliance shall have no duty to borrow or purchase any such goods.

18. CONSENT TO LOAN OR PLEDGE

Within the limits of applicable law and regulations, you hereby authorize us to lend either to ourselves or to others any precious metals or securities held by us in your account together with all attendant rights of ownership, and to use all such property as collateral for our general loans. Any such property, together with all attendant rights of ownership, may be pledged, re-pledged, hypothecated or re-hypothecated either separately or in common with other such property for any amounts due to us thereon or for a greater sum, and we shall have no obligation to retain a like amount of similar property in our possession and control. Any profits or interest realized from such pledge or hypothecation shall inure solely to the benefit of Alliance Financial, LLC.

19. EASING OR WAIVER OF RULES BY ALLIANCE

Alliance may on occasion ease or waive certain of its rules or provisions of this Agreement to expedite business. Customer acknowledges, however, that such easing or waiver is for that occurrence only and does not alter the terms of this Agreement as

to any other transactions or occurrences between the parties.

20. SEVERABILITY

If any part of this agreement is invalidated for any reason, the balance of this Agreement shall remain binding on the parties.

21. LEGAL EXPENSES

If either Customer or Alliance brings an action to declare rights under or to enforce this Agreement, the prevailing party shall be entitled to its attorney's fees and cost of suit in addition to other rights of recovery available under federal or state law.

22. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Illinois and the parties agree to be subject to the jurisdiction of the Courts of that state as to any disputes arising out of this agreement.

23. RECORDING OF TELEPHONE CONVERSATIONS

In conformance with customary industry practices, Alliance may record on tape, some or all telephone communication. The purpose of this practice is to reduce the incidence and aid the resolution of discrepancies or disputes based on telephone transactions. The contents of the recording are for internal use only and will be held in strict confidence. Recordings may be erased or destroyed after thirty (30) days, unless required for the resolution of a pending or anticipated dispute.

24. TRADING APPLICATION

The Alliance Financial, LLC - TRADING APPLICATION ("Trading Application") executed by the Customer and approved by Alliance, is incorporated herein and is made a part of this Agreement. The Customer represents that all information provided in the Trading Application is true, accurate and correct. Customer agrees that should any information contained in the Trading Application change or become inaccurate, the Customer will immediately provide Alliance with updated information.

25. FINANCIAL INFORMATION

Upon request, the Customer agrees to provide Alliance with certified and non-certified Financial Statements and other financial information, as Alliance may require, from time to time.

26. CORPORATE RESOLUTIONS, PARTNERS or MANAGERS ACTIONS

Where the Customer is a non-natural entity, the Customer agrees to execute all Corporate or Partnership Resolutions or Manager Actions which Alliance may require prior to Customer's Account being opened.

27. TERMINATION

Alliance reserves the right, in its sole and absolute discretion, to terminate this Agreement, and the trading privileges created hereunder, without prior notice to the Customer. In the event of such termination, both Customer's and Alliance's obligation to perform under any open transaction(s) and indemnifications shall survive the termination of this Agreement.

28. FORCE MAJEURE

In the event of adverse conditions in the marketplace or other factors beyond the control of Alliance Financial, LLC, including, but not limited to, acts of God, national emergencies, adverse governmental actions, suspension of trading on physical metals markets, suspension of trading on U.S. or foreign commodities markets or exchanges, or the failure or delay of suppliers, the maximum time for delivery of such precious metals by Alliance may be extended or canceled in its entirety. Alliance Financial, LLC will not be responsible for delays or failures in the transmission, receipt or execution of orders, payments, deliveries or information due to the incapacity or failure of computer transmission or communication facilities that are beyond Alliance Financial, LLC's control.

The parties acknowledge that, where Alliance Financial, LLC is acting as a principal and is "making a market quotation" available to the Customer, Alliance is not obligated, in any way or at any particular time, to make such "market quotation" available, nor shall Alliance be obligated to enter into any minimum size transaction, in any market, at any time.

29. LEGAL AGE

Where the Customer is a natural person, the Customer represents that he is of legal age and has the mental capacity to understand and enter into this Agreement.

30. AMENDMENTS

No provision of this Agreement shall in any respect be waived, altered, modified or amended unless its waiver, alteration, modification or amendment is committed to in writing and signed by the Customer and accepted in writing by an authorized officer of Alliance Financial, LLC.

31. ASSIGNMENT

The provisions of this Agreement shall be continuous and shall inure to the benefit of Alliance Financial, LLC, its successors and assigns and shall be binding upon the Customer and/or the estate, personal representatives, administrators and successors of the Customer. The Customer shall not assign any rights or delegate any obligations hereunder without having sought and received the prior written consent of a duly authorized officer of Alliance Financial, LLC and any attempt at such assignment or delegation without such consent shall be void.

32. SEVERABILITY

Nothing contained in this Agreement shall be construed as to require the commission of any act contrary to local, state or federal law. Whenever there is any conflict between any provision of this Agreement and any present or future applicable statute, law, ordinance or regulation governing the transactions hereunder, the later shall prevail, but in such event the provisions of this Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. In the event any part, article, paragraph, sentence or clause of the Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the entire Agreement shall not fall on account thereof and the balance of this Agreement shall continue in full force and effect.

33. NOTICES

All communication:

if sent to Alliance shall be sent to:

Alliance Financial, LLC
721 E. Madison – STE 100
Villa Park, IL 60181
Main Telephone: 312/582-6700
FAX Telephone: 312/582-6738

if sent to Customer shall be:

Company Name: _____
Address 1: _____
Address 2: _____
Telephone: _____
Fax: _____

All communication if sent to Customer shall be at the address set forth in the Trading Application (executed contemporaneously herewith) or other such address subsequently provided to Alliance Financial, LLC by the Customer in writing. All communication given by Alliance Financial, LLC to the Customer by mail shall be effective upon their deposit in the United States Mail, postage prepaid, or upon receipt, whichever occurs earlier. Customer specifically agrees that all communications required to be delivered to the Customer by Alliance, shall be deemed to be delivered if sent by FACSIMILE Transmission, to the FACSIMILE Telephone Number provided Alliance in the Trading Application. FACSIMILE Transmissions sent by Alliance to the Customer shall be binding upon the Customer, having the same force and effect as if they had been deposited in the U.S. Mail.

All notifications required to be given to Customer, by Alliance, for transactions effected via TheOTCDesk, shall be considered delivered to the Customer (or its authorized representative – User) by display on the appropriate Confirmation and Trade Listing screens on TheOTCDesk and/or the transmission of E-Mail Notifications to the E-Mail address(s) of record.

34. CAPTIONS

Captions contained herein are inserted only as a matter of convenience, and are intended in no way to define, limit, or expand the scope or intent of this Agreement or any provisions thereof.

35. SINGULAR IMPARTS PLURAL

The Customer acknowledges that where the context hereof requires the singular, the singular shall impart the plural, the masculine shall impart the feminine or neuter.

36. ENTIRE AGREEMENT

This is the complete Agreement between the parties. It can only be changed or modified by a separate writing that is signed by all of the parties. **THIS AGREEMENT SHALL HAVE NO FORCE OF LAW UNTIL SUCH TIME AS ACCEPTED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF ALLIANCE FINANCIAL, LLC.**

Alliance Financial, LLC

Customer

Signature

Signature

Print Name/Title

Print Name/Title

Date:

Date:

Customer

Signature

Print Name/Title

Date:

PERSONAL GUARANTEE

If customer is a corporation, partnership or limited liability company, then the obligations of Customer to Alliance Financial, LLC are personally guaranteed by:

Signature

Print Name/Title

Date:

Signature

Print Name/Title

Date:

Signature

Print Name/Title

Date:

PHYSICAL TRADING AGREEMENT (PRECIOUS METALS & BULLION COINS)

Appendix A — Terms and Conditions of Use for TheOTCDesk System


This Agreement sets forth the terms and conditions governing the access to and use of the Alliance Financial, LLC ("Alliance") proprietary Internet-based trading environment, on and by which you and your authorized representatives may access and use the web site, certain information contained therein, proprietary trading and demonstration programs and other materials regarding Alliance's electronic trading interface and information distribution facilities, collectively, THEOTCDESK SYSTEM, (the "SYSTEM"). By logging into the SYSTEM's internet platform, THEOTCDESK.COM, you agree to be bound by these *Terms and Conditions of Use* and they are hereby incorporated into and made part of your *Physical Metals Trading Agreement, Master Physical Metals Lease Agreement, Forward and Collateral Finance Agreements for Physical Precious Metals, Bullion Coins and Foreign Exchange, Short Sale Agreement* and/or any and all other account(s) or agreements you may have entered into or which you may enter into with Alliance now or in the future.

1. **Modification Limited To Internet Transactions.** The following specific Terms shall apply only to internet transactions effected through the SYSTEM and shall modify and supersede only those certain clauses contained in the above agreements, as applies to transactions executed through the SYSTEM, without limiting or modifying the effectiveness of or force of law of said clause(s) on all other transaction(s) effected between you and Alliance.
2. **Access To The SYSTEM And SYSTEM Functionality.** You agree to be responsible for the safekeeping of your Username and Password and to not disseminate said Username or Password to any other party. If the Customer is an entity, the entity agrees to limit access to the SYSTEM to its authorized employees only. Alliance reserves the right to add, delete, or modify the SYSTEM functionality and to amend or supplement these *Terms and Conditions of Use* without prior notice, however, Alliance shall attempt to deliver notice of any such change to authorized users promptly by regular mail, e-mail or by an on-screen alert on TheOTCDesk.com internet site. Alliance also reserves the right to terminate your access or the access of one of your authorized representatives to the SYSTEM at any time for any reason. Termination of your access will not affect rights and obligations of either party incurred prior to the date the access was terminated.
3. **Binding Contracts.** You agree that by "Accepting" a Quotation you are, in fact, agreeing to purchase or to sell the specific product on the terms and conditions set forth in the Quotation, and; that by "Placing" a Limit Order, if said Limit Order is "Matched" through the SYSTEM, you will be obligated to purchase or to sell the specific product subject to the terms and conditions set forth on such Limit Order. Furthermore, you represent that you are financially able to fulfill any and all obligations created by either "Accepting" a Quotation or by "Placing" a Limit Order which is subsequently matched through the SYSTEM and agree to "promptly settle" any and all such transactions.
4. **2-Day Settlement** All transactions effected through the SYSTEM are "Spot Transactions" and, as such, you agree to either make delivery of the specified product ("Product Settlement") or make payment of currency ("Dollar Settlement") within two (2) business days of the Trade Date (i.e., the date a Quotation was Accepted or the date the Limit Order was Matched).
5. **Sales Transactions.** You agree to the following special terms and conditions concerning Sales effected through the SYSTEM:
 - a. **Long Sales:** Long Sale Transactions represent the sale of product that the Seller has in his or her possession. You specifically agree to deliver all products to be sold through the SYSTEM into an approved Alliance Depository location prior to effecting a "Long Sale", or to secure the authorization from an Alliance dealer to effect a "Short Sale" as described below.
 - b. **Short Sales:** Short Sale Transactions represent all sales of product that are not "On Deposit" in your Alliance account. You agree that prior to effecting a Sale of Product which is not "On Deposit" in your Alliance account, you will either: a) have executed a Short Sale Agreement with Alliance and have verified the availability of product to effect a Short Sale or, b) have received written authorization from an Alliance dealer to allow you to effect a Short Sale pending receipt of product at an approved Alliance Depository location prior to Settlement Date of a particular transaction.
6. **Erroneous Market Quotations.** Requests For Quotations are Accepted and Limit Orders are Matched based on the Reference Prices received via real time price feeds from third party vendors. While, Alliance and the vendor(s) take various measures to verify the accuracy of a particular price quotation, Erroneous Reference Price Quotations can

cause a Market Quotation to indicate a Quote (Bid/Offer) Price that clearly bears no relationship to the prevailing market price and/or to cause a Limit Order to be Matched which, in fact, was "not entitled". Alliance reserves the right to cancel any transaction, if upon a review of the Price Feed Record, a particular Reference Price Quotation was generated that was clearly erroneous and transactions were matched (either Market Quotations and/or Limit Orders) as a result of such Erroneous Reference Price Quotation.

7. **Trade Errors and/Disputes.** You agree to immediately provide Alliance with telephonic notification of any and all Trade Errors, Trade Related Errors and/or Trade Related Disputes. Alliance may electronically record any of your telephone conversations conducted with Alliance and/or SYSTEM personnel. The SYSTEM provides multiple Trade Confirmation Notifications (in real time) of all Trades executed through the SYSTEM, therefore, immediately means "upon occurrence, without delay". Immediate telephone notification to an Alliance dealer, followed by written notification by either regular mail or e-mail, is required to satisfy your requirement to make "immediate notification by you", of any and all Trade Errors, Trade Related Errors and/or Trade Related Disputes. Alliance, in its sole and absolute discretion, shall determine if an adjustment (including Trade Cancellation) is warranted. You specifically agree that if you fail to immediately notify Alliance of any Trade Error, Trade Related Error and/or Trade Dispute that your obligations under said Trade shall remain unaffected. Additionally, Alliance reserves the right to modify (including Trade Cancellation) any transaction that was entered into in error whenever Alliance becomes aware of such error. Any such modification shall be supported by the Reference Price Record received from the SYSTEM's data vendor(s).
8. **Continental US Delivery.** Except as specified herein, all product delivery will be limited to locations within the continental United States. "LOCO" London and/or "LOCO" Zurich product will be delivered on an "Unallocated" basis into and/or out of Alliance's "LOCO" London/Zurich Account. Regardless of "Delivery Instructions" contained on any specific Accepted Market Quotation or Matched Limit Order, "Exchange Eligible" or "Exchange Warrants" may only be delivered into and/or out of "exchange approved" depositories of Alliance's choice and are subject to additional requirements as set by the particular exchange.
9. **Agreement Not To Disseminate Information.** Information contained in the SYSTEM including but not limited to, Market Quotations and Price Charts, are protected by copyright and other intellectual property laws and may only be used for the authorized user's personal use. If you download any information from the SYSTEM Internet site for your personal reference, you agree that you will not remove or obscure any copyright or other notices contain in such information. Except as provided in the preceding sentence, you agree not to copy, reproduce, modify, sell, distribute, transmit, display, perform, circulate, transfer, broadcast, create derivative works from, publish, or use for any commercial or unlawful purpose any Market Quotations, Price Charts or other information contain in or which you receive through the SYSTEM.
10. **Patented and/or Copyright Information.** The SYSTEM has been developed by Alliance through significant expenditures and contains significant amounts of proprietary information that Alliance considers to be "proprietary trade secrets". You agree that you will not copy, reproduce, modify, sell, distribute, transmit, display, perform, circulate, transfer, broadcast, create derivative works from, publish, or use for any commercial or unlawful purpose, download or attempt to download, reverse engineer or attempt to reverse engineer any of the underlying programming and/or source code contained in the SYSTEM.
11. **Limitation on Alliance Responsibilities and Liabilities.** You understand and agree that Alliance and the SYSTEM utilize the Internet to transport data and communications. Alliance disclaims any liability for interception of any such data or communications. You agree that neither Alliance nor any third party working with Alliance in providing services, including market quotations or prices or internet or telecommunications access hereunder shall be responsible for any damages caused by any unauthorized interception or modification of data or communication, any communications line failure, any system failure, and other occurrences beyond their control or from any unauthorized trading or theft by any third party who gains access to your account by use of your Username and Password as a result of your intentional or unintentional conduct, including negligence by you or your representatives. You agree to bear the full costs associated with your access to the SYSTEM.
12. **Neither Alliance nor any third party make any representations or warranties express or implied with respect to the SYSTEM, including without limitation, any implied warranties of merchantability or fitness for a particular purpose. To the extent permitted by law, under no circumstances, will Alliance or any of its affiliates, directors, employees, agents or third party vendors be liable or have any responsibility of any kind for any loss or damage that you incur in the event of any unauthorized use of the SYSTEM, unauthorized interception or modification of data, interruption of the SYSTEM, or resulting from the act or omission of any other party involved in making the SYSTEM available to you, regardless of cause or source of access, interception/modification or disruption.**
13. **Statement of Registrant.** You agree that you are authorized to execute this Agreement on behalf of yourself and

ALLIANCE FINANCIAL, LLC

 721 E. Madison / Suite 100 / Villa Park, Illinois 60181 TEL 1 312/582.6700 FAX 1 312/582.6738

warrant that all information provided in the Registration form is complete and accurate.

14. By clicking the <**I AGREE TO THE TERMS**> button, you acknowledge and agree to the *Terms and Conditions of Use* governing the SYSTEM and its Internet site, THEOTCDESK.COM as set forth in this agreement.